

# FEDERAL UTILITY PARTNERSHIP WORKING GROUP SEMINAR

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## Developing the Design and Installation Task Order

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Hosted by:



# DEVELOPING TASK ORDER LANGUAGE

- The Task Order language creates the binding contract between the Government and the Utility – takes precedence over GSA Areawide or BOA/Master Agreement (should complement other Agreements)
- Begin drafting language at the earliest opportunity – recommend at the point that the Government has determined to proceed to a Feasibility Study and issues the Notice to Proceed.
- The contract language is developed in partnership with the Utility company.

# TYPE OF LANGUAGE FOR DRAFT TO

- The Task Order language at this point is not referring to Scope of Work, since this may change several times during exchanges between the Utility and Government after review of the FFP proposal and Government.
- May be created as a Word document to establish an understanding of the intent of the language and the obligations of each party to comply with that language.
- Financiers will also review language to mitigate risks of the loan repayment.

# TYPE OF LANGUAGE (CONTINUED)

- Draft Task Order language may include definitions of terms used;
- Facilitate understanding the intent of the language and obligations of each party with respect to the language;
- May address general requirements, competition among subcontractors, base regulations, invoice procedures, processing of incentives/rebates, design submittals, O&M training, work restrictions, Assignment of Claims, inspection and acceptance, may include FAR and/or Agency specific clauses, etc.

# STREAMLINING TASK ORDER LANGUAGE

- If a BOA or Master Agreement has been created, many of the terms and conditions have already been mutually agreed upon.
- These type of Agreements set forth basic concerns particular to the Ordering Agency and streamline the content of the Task Order by referencing the BOA or Master Agreement requirements.
- Allows for issuance of a Task Order rather than a stand-alone contract.

# FEDERALLY OWNED UTILITIES

- If the Utility company is one that is wholly owned and operated by the Government, these companies are exempt from Federal Acquisition Regulations (FAR). Examples: TVA, Bonneville Power, Western Area Power Administration
- However, these agencies/Utility companies state they comply with the [Federal Acquisition Regulations](#) and the [Department of Energy Acquisition Regulations](#).
- D&I Task Order Language structured to convey terms and conditions similar to FAR, but without FAR cites.

# MITIGATION OF DELAYS

- Drafting Task Order language at the same time as the Utility is developing the Feasibility Study mitigates delays in awarding the Task Order.
- Each party to the contract will have its team of reviewers of the language and wording is often negotiated to arrive at a mutual understanding of the parties' unique needs and regulations.
  - ❖ Contracting Officer, Technical, Attorney review
  - ❖ Utility Government representative and Attorney review

# Key Elements of D&I Task Order

- **RFP for firm fixed price FS**

- Works from PA to define (add/drop) scope (ECMS)
- Identify Proposal Submission Requirements
- Competition in Subcontracting
- Performance Assurance Plan
- Financing requirements
- Design and Construction Submittals
- Notice to Proceed – pay for design or roll into TO Award

## **Task Order Development**

- Develops T&C that address RFP requirements as well as other Agency requirements
- Basic T&C for all awards
- Site/TO specific requirements
- Moves to bilateral agreement with Utility on wording for TO
- Final TO incorporates Offeror's accepted FFP proposal and Finance terms